

## Amendment 78

### Contract No. 229944

#### To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 78 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 18<sup>th</sup> day of August, 2011, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of Vix-ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

#### Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to support Kitsap Transit (KT's) move to a new facility at its North Base in Poulsbo. The Contractor will relocate a Data Acquisition System (DAC) and Wireless Access Point (WAP). This work is performed per CR-002391 *KT North Base Modifications v6.0*
- C. The Parties agree that the Work necessary to relocate this equipment will be performed and compensated as described below.

## **Agreement**

**Section 1.0 Description of Work:** The Contractor will perform the work necessary to:

### **1.1 Milestone #1 - Conduct Site Surveys:**

- (a) Conduct a Site Survey for the DAC relocation
- (b) Conduct a Site Survey for the WAP relocations
- (c) Update and submit system documentation. The Contractor has identified the documentation as *SEA-02684 Fixed WDOLS Installation Procedure – Kitsap Transit*
- (d) Upon Agency approval of *SEA-02684 Fixed WDOLS Installation Procedure – Kitsap Transit*, the Contractor may invoice for the amount identified in Section 2 Compensation Changes of this Amendment for the completion of this part of the Work.

### **1.2 Milestone #2 - Relocate Equipment, Install and Commission:**

- (a) Move the DAC and WAP to the new location (as identified by the Agency) and recommission to ensure that network connections have been established.
- (b) Provide qualified staff on-site to observe and advise as KT staff perform the primary work to install the 90 degree antenna. KT will provide and install a pole to mount the new antenna. KT will provide a lift for accessing the pole top to mount the antenna and install the antenna on the pole. The Contractor's staff are present to direct the pointing of the antenna and the hook up of the antenna to the antenna cable.
- (c) Update and submit system documentation. The Contractor has identified the documentation as *SEA-TBD CDRL 24 Commissioning and Test Results CR-002391*
- (d) Upon Agency approval of *SEA-TBD CDRL 24 Commissioning and Test Results CR-002391*, the Contractor may invoice for the amount identified in Section 2 Compensation Changes of this Amendment for the completion of this part of the Work.

### **1.3 Milestone #3 - Complete Signal Strength Testing**

- (a) Undertake a final site visit to complete signal strength testing once KT confirms the building has been demolished and the trees have been removed.
- (b) Verify that the antenna is operable and a connection can be made. The Contractor will adjust the antenna as needed until adequate signal strength is verified.
- (c) Update and submit *SEA-03913 Fixed WDOLS Installation Requirements – Phase 2*

(d) Upon Agency approval of SEA-TBD CDRL 24 *Commissioning and Test Results CR-002391*, the Contractor may invoice for the amount identified in Section 2 Compensation Changes of this Amendment for the completion of this part of the Work

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

## Section 2.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

### VI. IMPLEMENTATION

#### SPECIAL PROGRAMS

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To perform the work necessary to support moving a KT DAC, its subsequent recommissioning, and the relocation and recommissioning of the WAP:	
<b>Milestone #1</b> Site Survey	\$2,375
<b>Milestone #2</b> Installation & Commissioning	\$3,340
<b>Milestone #3</b> Signal Strength Test	<u>\$2,375</u>
<b>TOTAL</b>	\$8,090

## Section 3.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Seventy-eight shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

**ERG Transit Systems (USA) Inc.**

By: *Michael Calhoun*  
Its: *CM*  
Date: *8-17-11*

**The Agencies**

By: *Candace Carlsson*  
Their: *Operations Manager*  
On behalf of the Agencies  
Date: *August 18, 2011*